

**AMENDED AND RESTATED
AFFINITY AGREEMENT
University of Colorado at Boulder Alumni Association**

This Agreement is entered into as of this first day of April, 2006 (the "Effective Date") by and between FIA CARD SERVICES, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and the University of Colorado Foundation, a Colorado nonprofit corporation, for itself and on behalf of the University of Colorado at Boulder Alumni Association, a division within the Foundation (the "Foundation"); for themselves, and their respective successors and assigns. The Foundation and Bank are collectively referred to as the Parties.

WHEREAS, Foundation and Bank are parties to that certain affinity agreement dated as of March 31, 1995, as amended (the "Affinity Agreement");

WHEREAS, the Regents of the University of Colorado, a body corporate, individually and on behalf of the University of Colorado at Boulder and its Athletics Department (the "University") and Bank are parties to that certain licensing agreement dated March 24, 1995, as amended (the "Licensing Agreement" and together with the Affinity Agreement, the "Original Agreement");

WHEREAS, Foundation and Bank desire to enter into an amended and restated affinity agreement as between them, including but not limited to their respective rights and obligations concerning the Financial Service Products of Bank's Program as defined herein and to reserve the licensing of some of the trademarks necessary for the Program to a separate agreement between the University and Bank;

WHEREAS, Foundation and University desire to coordinate their separate affinity credit card programs with Bank, and they have entered into a separate agreement with each other governing their respective rights and obligations in connection with the successful coordination and management of the coordinated programs and Bank desires to provide for cross default under the two agreements with Foundation and University to protect its rights hereunder; and

WHEREAS, Foundation and Bank mutually desire to amend and restate the Affinity Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Foundation and Bank agree as follows:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A through B.

- (b) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.
- (c) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (d) "Business Gold Reserve Account" means a GoldReserve (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (e) "Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account which Bank designates as being opened by a Student Member and an "Alumni Credit Card Account" is a Credit Card Account which Bank designates as being opened by an Alumni Member.
- (f) "Credit Card Program" means those programs, products and services relating to credit cards and charge cards Financial Service Products which Bank agrees to offer pursuant to this Agreement to the Members from time to time.
- (g) "Customer" means any Member who is a participant in the Program.
- (h) "Customer List" is defined as set forth in Section 12(a) of this Agreement.
- (i) "Financial Service Product" means any credit card program, charge card program, installment loan program, revolving loan program, money market or certificate of deposit program and travel and entertainment card program.
- (j) "Foundation Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Foundation or any Foundation Affiliate during the term of this Agreement, including but not limited to the Trademarks listed on Exhibit 1 to this Agreement.
- (k) "Foundation Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Foundation.
- (l) "Group Incentive Program" or "GIP" means any marketing or other program whereby Foundation conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (m) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which Foundation complies with the GIP provisions of this Agreement.

(n) "Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

(o) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

(p) "Mailing List" means an updated and current list and/or magnetic tape (in a format reasonably designated by Bank) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or other membership characteristics as reasonably selected by Bank.

(q) "Member" means: (i) an undergraduate or graduate student of the University of Colorado at Boulder ("Boulder campus") (each a "Student Member"); and (ii), alumni of the University's Boulder campus, a member of the University's Boulder campus Alumni Association, faculty and staff of the University's Boulder campus; ticket holders, donors and contributors to the Boulder campus Athletics Department or any of its teams; and/or other potential participants mutually agreed to by Foundation and Bank (each an "Alumni Member").

(r) "Program" means those programs and services of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

(s) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

(t) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points as determined by Bank from time to time, in its sole discretion).

(u) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which Foundation complies with the GIP provisions of the Agreement.

(v) "Royalties" means the compensation set forth in Schedule A.

(w) "Trademarks" means the University Trademarks and/or the Foundation Trademarks as defined herein and in the Licensing Agreement between the University and Bank attached hereto as Exhibit 2.

(x) "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement, including but not limited to the Trademarks listed on Appendix B to Exhibit 2 to this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF FOUNDATION

(a) Foundation agrees that during the term of this Agreement it will endorse the Program exclusively and that neither Foundation, nor any Foundation Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products to Members by any organization other than Bank; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products to Members by any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or other information about any current or potential Members for promoting any Financial Service Products of any entity other than Bank. Notwithstanding anything else in this Agreement to the contrary, Foundation may accept print advertising from any financial institution provided that the advertisement does not contain an endorsement by Foundation of said financial institution or advertising for a specific Financial Service Product or Products.

(b) The Foundation agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.

(c) The Foundation authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.

(d) Foundation shall have the right of prior approval of all Program advertising and solicitation materials to be used by Bank which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due to Foundation. In the event such costs exceed Royalties then due to Foundation, Foundation, shall promptly reimburse Bank for all such costs.

(e) On and after the Effective Date of this Agreement and during the term thereof, within thirty (30) days following the request of Bank, Foundation shall provide Bank with the Mailing List free of any charge; provided, however, that Foundation shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Foundation not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by Foundation or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due Foundation. Foundation shall provide the first Mailing List, containing at least 220,000 (two hundred twenty thousand) names with all

corresponding information, as soon as possible but no later than thirty (30) days after Foundation's execution of this Agreement.

(f) Foundation shall, and shall cause any Foundation Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to Foundation. Notwithstanding the above, Foundation may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to Foundation. Any correspondence received by Foundation that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Bank.

(g) Foundation hereby grants Bank and its affiliates a limited, exclusive license to use the Foundation Trademarks solely in conjunction with the Program, including the promotion thereof[, except with respect to installment loan and debit products listed on Exhibit 3 for which Foundation grants Bank a non-exclusive license to use the Foundation Trademarks]. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Foundation Trademarks, notwithstanding the transfer of such Foundation Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Foundation shall provide Bank all Foundation Trademark and University Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days after Foundation's execution of this Agreement. Nothing stated in this Agreement prohibits Foundation from granting to other persons a license to use the Foundation Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Foundation shall permit Bank to advertise the Program on its home page and at other prominent locations within the internet site(s) of Foundation. Bank may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle Foundation to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. Foundation shall modify or remove such advertisements within seventy-two (72) hours of Bank's request. Foundation shall provide Bank with the ability to access for viewing any and all pages within the Association's internet site(s), including without limitation any "members only" or other restricted access pages, provided Bank is not in breach of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank shall design, develop and administer the Program for the Members.

(b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Foundation and University.

(c) Bank shall bear all costs of producing and mailing materials for the Program.

(d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of Foundation.

(e) Bank shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. Bank shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are proprietary to, and shall remain the sole property of, Foundation. Bank may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. The information obtained as a result of the account relationship between the Customer and Bank and any application for an account relationship with Bank, is and shall remain the sole property of Bank; provided however that Bank shall not use this separate information in any manner that would imply an endorsement by Foundation or University.

(f) Subject to applicable law and regulation, Bank has the right to place Foundation Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, beach towels or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. Foundation shall have final approval of the use and appearance of the Foundation Trademarks used on such materials, but hereby grants Bank the right to use such approved materials at Bank's reasonable discretion. Bank shall not be required to pay amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of Foundation or a Foundation Affiliate for such gifts or premiums. Foundation agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) to Bank such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to Foundation's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or any person shall otherwise prevent the realization of this benefit by Bank), then Bank is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due Foundation.

4. REPRESENTATIONS AND WARRANTIES

(a) Foundation and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing in the jurisdiction of its formation and all other jurisdictions in which it is required to qualify to do business.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) Foundation represents and warrants to Bank, as of the date hereof and throughout the term of this Agreement, that it has the right and power to license the Foundation Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. Foundation will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Foundation Trademark license granted herein, or from Bank's use of the Foundation Trademarks in reliance thereon, or from the use of any Mailing List(s) by Bank for the promotion of the Program; or arising from the University Trademark license granted in the Licensing Agreement between University and Bank, or from Bank's use of the University Trademarks in reliance thereon; except for liability, causes of action and claims arising from Bank's violation of applicable laws and/or gross negligence in its promotion or conduct of the Program or University Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such licenses or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, Bank shall pay Royalties to Foundation. Royalties will not be paid without a completed Schedule B (W-9 Form and EFT Form). Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty five (45) days after the end of each calendar quarter.

(b) On or before the forty-fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide Foundation with a statement showing the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed, the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts; and the Business Credit Card Account retail purchase transaction volume. Not more than once annually, during the term of the Agreement, Foundation may request that an officer of Bank certify that the statement (and calculations therein) are true and accurate. Bank will perform all required diligence and return such certification no later than thirty days after such request is made by Foundation.

(c) In the event that Bank incurs a cost because University has changed the University Trademarks to the detriment of Bank (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due to Foundation pursuant to this Agreement.

6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

7. CONFIDENTIALITY OF AGREEMENT

(a) The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") is confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and Foundation shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law, including but not limited to, the Colorado Open Records Act, CRS §§ 24-71-101 *et seq* (the "Act"), or requested by any governmental regulatory authority, provided that Foundation immediately notifies Bank of the existence, terms and circumstances surrounding such request, consults with Bank on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which Bank reasonably designates.

(b) The term "Information" shall not include: (i) information that is already known to a Party or its representatives, (ii) information known to others not bound by a duty of confidentiality (iii) information that becomes publicly available through no fault of that

Party or its representatives or (iv) information required to be used in making any filing or obtaining any consent or approval necessary for the consummation of the Agreement

(c) The Parties acknowledge and agree that certain provisions of this Agreement, including, without limitation, Schedule A of this Agreement, contain trade secrets and confidential information of Bank within the meaning of those terms under the Act, and therefore should be exempt from disclosure.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2013. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by Bank, Foundation may terminate this Agreement by giving notice, as provided herein, to Bank. In the event of any material breach of this Agreement by Foundation or in the event of a material breach by University under the Licensing Agreement, Bank may terminate this Agreement by giving notice, as provided herein, to Foundation. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If, with respect to a breach by Bank or Foundation of this Agreement, the breaching party does not cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period. If, with respect to a material breach by University of the Licensing Agreement, Foundation is unable to facilitate University's cure of its breach of the Licensing Agreement within sixty (60) days after Foundation's receipt of notice then this Agreement shall terminate sixty (60) days after such Cure Period.

(b) If either Bank or Foundation becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation, then the other party may immediately terminate this Agreement.

(c) Bank agrees that upon termination of this Agreement it will not claim any right, title, or interest in or to the Mailing Lists provided pursuant to this Agreement. However, Bank may conclude all solicitation that is required by law. Foundation agrees that upon termination of this Agreement it will not claim any right, title, or interest in or to the Customer Lists provided pursuant to this Agreement. In the event of an early termination, Foundation agrees to allow Bank to use the Foundation Trademarks in the manner contemplated by this Agreement until all paid Advances (as defined in Schedule B) are recouped or until the expiration date of previously issued credit cards.

(d) Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Foundation or any Foundation Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Foundation shall not attempt to cause the removal of Foundation's Trademarks from credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then Bank shall have the right to terminate this Agreement upon one hundred twenty (120) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement Foundation agrees that neither Foundation nor any Foundation Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Foundation may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Foundation provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members or if such solicitation is to be made to a segmented portion of the Mailing List, to all Members who have the characteristics of such segment (for clarity, such segment characteristics used to define who the offer is marketed to cannot include Customers or Bank account holders as an identifying characteristic), and provided further no such persons are directly or indirectly identified as a customer of Bank.

11. GROUP INCENTIVE PROGRAM

(a) Bank shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Foundation pursuant to any GIP. In that regard, Foundation shall give Bank sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying

that accounts generated from such efforts will entitle Foundation to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by Foundation as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule A.

(c) In addition to all other rights it may have under this Agreement, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by Foundation pursuant to any GIP. Bank shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All reasonable and customary costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Foundation pursuant to any GIP shall be deducted from any or all Royalty payments due Foundation under this Agreement.

(e) Foundation shall comply with Bank's instructions for use of its products and product-specific disclosures required by applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

12. CUSTOMER LISTS

(a) Each year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), Bank shall provide Foundation with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, Bank shall not provide any Customer List or Customer Information otherwise required to be provided by it to Foundation, and may restrict any use by Foundation of any Customer List or Customer Information which is provided by Bank to Foundation, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an unreasonable additional regulatory compliance burden on Bank.

(b) Foundation shall return to Bank each Customer List, in the same form as received by Foundation within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, Foundation agrees that it shall: (i) immediately destroy and purge from all its systems all account information within each Customer List to the extent that such information in any way relates to Bank, the Program

or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with Bank's then current destruction policy.

(c) Any Customer List provided to Foundation may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to Foundation. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when Bank establishes the following:

- (i) that Bank placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);
- (ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical "dummy" information was not provided by Bank or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of Bank. Foundation expressly acknowledges and agrees that Foundation has no property right or interest whatsoever in any Customer List. Foundation shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by Bank. At all times Foundation shall keep in confidence and trust all Customer Lists. Foundation further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, including, without limitation, University, and Foundation, specifically, but not by way of limitation, agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by Bank prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of Bank cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) Foundation shall have no authority to use the Customer List for any purpose not expressly permitted by Bank in this Agreement or a separate writing. Foundation shall comply with any reasonable request of Bank with respect to security precautions to maintain the security of the Customer List. Foundation agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and Bank's instructions, as communicated by Bank to Foundation from time to time. Foundation shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of Foundation who need such access to perform their duties for Foundation. In view of the confidential nature of the Customer List, Foundation warrants that Foundation and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this

Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Foundation agrees that Bank shall be entitled to injunctive relief to prevent violation or further violation by Foundation and/or its employees, volunteers, agents or representatives of this Section, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Section or the Agreement. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event Foundation receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, Foundation agrees to: (i) immediately notify Bank of the existence, terms and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which Bank reasonably designates.

13. ARBITRATION

(a) Any claim or dispute ("Dispute") by Bank or Foundation, against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any project (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, declaratory judgment, equitable relief or any other remedy permitted by law or equity), including Disputes regarding the applicability of this arbitration section or the validity of the entire Agreement (or any part of it), shall be resolved by binding arbitration.

(b) The American Arbitration Association ("AAA") shall conduct the arbitration, under the appropriate AAA commercial rules and procedures in effect at the time the Dispute is filed. The proceeding shall take place in Wilmington, Delaware, unless some other location is chosen by mutual consent of the parties. Rules and forms of the AAA may be found at www.adr.org. If the AAA is unable or unwilling to administer the arbitration of any Dispute, the Parties may by agreement substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. Any Dispute shall be decided by a single arbitrator (the Arbitrator). The Arbitrator must be an active member of one or more State Bar Associations or a retired judge of the state or federal judiciary with expertise in the substantive law applicable to the subject matter of the dispute.

(c) The Parties shall cooperate with each other in causing the arbitration to be held in as efficient and expeditious a manner as practicable and, in this connection, to furnish such documents and make available such persons as the Arbitrator may request. The Parties have selected arbitration in order to expedite the resolution of Disputes and to reduce the costs and burdens associated with litigation. The Parties agree that the Arbitrator should take these concerns into account when determining whether to authorize discovery and, if so, the scope of permissible discovery and other hearing and pre-hearing procedures. The Arbitrator shall follow existing substantive law to the extent consistent with the AAA and applicable statutes of limitation and shall honor any claims of privilege recognized by law. If any Party requests, the Arbitrator shall write an opinion containing the reasons for the award. Without limiting any other remedies that may be available under applicable law, the Arbitrator shall have no authority to award punitive damages. Judgment upon any arbitration award may be entered in any court having jurisdiction. For the purposes of this arbitration section, Bank includes FIA Card Services, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, and assigns, and all of their offices, directors, employees, agents and assigns or any and all of them.

(d) This arbitration section does not apply to Disputes between Bank and Foundation previously asserted in any lawsuits filed before the date this Agreement becomes effective. However, this arbitration section applies to all Disputes now in existence or that may arise in the future. This arbitration Section 10 shall survive the expiration or earlier termination of this Agreement.

(e) All proceedings and decisions of the arbitrator shall be maintained in confidence, to the extent legally permissible, and shall not be made public by any party or any arbitrator without the prior written consent of all parties to the arbitration, except as may be required by law. **BOTH PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS PROVIDED ABOVE, THE EFFECT OF THIS ARBITRATION PROVISION IS TO PROHIBIT CLAIMS FROM BEING LITIGATED IN COURT, INCLUDING THOSE CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY.**

14. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(c), 10(d), 10(f), 12(e), 12(i), 13 and 14(b) through and including 14(g) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to the Foundation, to:

J. Wayne Hutchens
President and CEO
University of Colorado Foundation
4740 Walnut Street
Boulder, CO 80301
Fax No.: 303.541.1296

and

George Peterson, Chancellor
University of Colorado at
Boulder 17 UCB, Office of
the Chancellor Boulder CO
80309 Fax No.: 303.492.8866

and

A. Keller Young, Esq.
Vice President and General Counsel
University of Colorado Foundation
4740 Walnut Street
Boulder, CO 80301
Fax No.: 303.541.1241

with a copy (which shall not constitute notice) to:

Kent Zimmerman
President and CEO
CU Boulder Alumni Association
Campus Box 459
Boulder, CO 80309
Fax No.: 303.492.6799

(2) If to Bank:

FIA Card Services N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-1380

With a copy to:

FIA Card Services (DELAWARE), N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director, Business Lending

Fax #: (302) 432-1380

(with respect to notices affecting or relating to business credit card accounts of any kind).

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of Bank, which shall not be unreasonably withheld, Foundation may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.

(h) Bank and Foundation are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Foundation and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots,

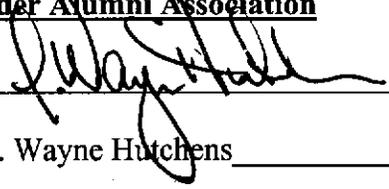
incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The balance of this page is intentionally blank.]

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

UNIVERSITY OF COLORADO FOUNDATION
for itself and on behalf of the University of Colorado
at Boulder Alumni Association

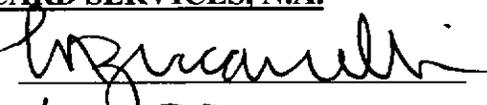
By: 

Name: J. Wayne Hutchens _____

Title: President and CEO _____

Date: 6/29/06

FIA CARD SERVICES, N.A.

By: 

Name: LOU ZICARELLI

Title: Senior Vice President

Date: 6-30-06

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Foundation a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for University and Foundation employees under the Program with compensation to be mutually agreed prior to any launch of the special class. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

5. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back

request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. BUSINESS CREDIT CARD ACCOUNTS

Business Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Credit Card Accounts.

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

D. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$.50 (fifty cents) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that the customer pays the annual fee on a Gold Reserve Account.

E. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$.50 (fifty cents) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that the customer pays the annual fee on a Gold Option Account.

F. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

G. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year

occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

H. DEPOSIT ACCOUNTS

“CD Deposits” means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

“MMDA Deposits” means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (one-tenth of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

I. PRACTICE FINANCE

Practice Finance Products include, but are not limited to, secured and unsecured loans and lines of credit to professionals (other than GoldOption and GoldRerserve) (e.g., doctors, lawyers and accountants). Royalties will be paid as a percentage of the initial amount funded under a completed application package that was first submitted to Bank by a Member as a result of marketing conducted pursuant to this Agreement (“Royalty Payment”). The following schedule outlines the loan products and their respective Royalty Payment percentage calculation:

<u>Loan Product</u>	<u>Loan Type</u>	<u>Royalty Payment</u>
Relocation	Closed-end	0.25%
Expansion	Closed-end	0.25%
Start-up	Closed-end	0.25%
Acquisition	Closed-end	0.25%
Debt Consolidation	Closed-end	0.25%
Working Capital	Closed-end	0.25%
Equipment	Closed-end	0.25%
Commercial Real Estate	Closed-end	0.25%

Notwithstanding the above, any closed-end Practice Finance Product account whose loan proceeds are used, in whole or in part, to refinance an Bank or an Bank affiliate loan will not generate compensation.

J. ROYALTY ADVANCES

1. Within ten (10) business days of execution of the Agreement by both parties, Bank shall pay to Foundation \$700,000 as the first advance under this Agreement. Thereafter, within forty-five (45) days after the date set forth below, Bank shall pay to Foundation the following amounts set forth below (each, including the first advance, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below.

<u>Date</u>	<u>Amount of Advance</u>
April 1, 2007	\$675,000
April 1, 2008	\$650,000
April 1, 2009	\$600,000
April 1, 2010	\$550,000
April 1, 2011	\$475,000
April 1, 2012	\$450,000

All Royalties accrued after April 1, 2006 (other than GIP) shall, in lieu of direct payment to Foundation, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Foundation as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to Foundation hereunder, and (y) Foundation hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) Foundation breaches any of its material obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least 5 (five) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least 4 (four) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at all University athletic venues, including but not limited to all University home football games and basketball games, and major events during each consecutive twelve month period during the term of the Agreement; MBNA will have access to a minimum of 6 locations (to be

mutually agreed upon) at Folsom Field for Football and a minimum of 3 locations at Coors Events Center for men's and women's basketball home games.

(vi) the Licensing Agreement is terminated prior to March 31, 2013; and

(vii) University breaches any of its material obligations under the Licensing Agreement.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to Foundation in prior years, and pays Foundation Royalties accrued by Foundation over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

K. ROYALTY GUARANTEE

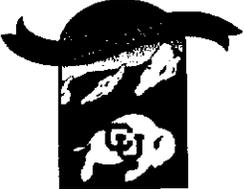
Foundation shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Four Million One Hundred Thousand Dollars (\$4,100,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Foundation has not accrued \$4,100,000 in Royalties, Bank will pay Foundation an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Foundation during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection J.1., above.

L. ACCOUNT BONUS

Commencing on April 1, 2007, and annually on each April 1 during the term of the Agreement thereafter, Foundation shall be eligible for an Account Bonus for consumer Credit Card Accounts opened during the year preceding such date pursuant to the following schedule: (i) if the number of consumer Credit Card Accounts is equal to or exceeds 2,750 but is less than 3,250, the bonus payment shall be Twenty Five Thousand Dollars (\$25,000); and (ii) if the number of consumer Credit Card Accounts is equal to or exceeds 3,250, the bonus payment shall be Fifty Thousand Dollars (\$50,000). To be counted for purposes of this Account Bonus, each new consumer Credit Card Account must remain open for a period of at least ninety (90) consecutive days and be used for at least one purchase or cash advance which is not subsequently rescinded, the subject of a chargeback request, or otherwise disputed. The Account Bonus to be paid for any year, if any, will be determined and paid within approximately one hundred and twenty (120) days of the applicable April 1 date. Notwithstanding the foregoing, any Account Bonus and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection J.1., above.

Exhibit 1

University of Colorado Foundation Trademarks

 <p>COLORADO ALUMNI ASSOCIATION</p> <p>1951 ALUMNI ASSOCIATION</p>	 <p>UNIVERSITY OF COLORADO FOUNDATION</p>
 <p>THE ALUMNI ASSOCIATION University of Colorado at Boulder</p>	 <p>ALUMNI ASSOCIATION of the University of Colorado at Boulder</p> <p><i>(NO LONGER USED EFF. 7.1.05)</i></p>
 <p>CU ALUMNI ASSOCIATION</p>	

University of Colorado Licensing Agreement

This Agreement is made and entered into this 1st day of April, 2006 by and between The Regents of the University of Colorado, a body corporate, (herein after called, "University"), on behalf of the University of Colorado, Office of Licensing Programs, Campus Box 369, Boulder, Colorado, 80309, and FIA Card Services, N.A., a national banking association (herein after called, "Licensee" or "Bank"), having a place of business at: 1100 King Street, Wilmington, Delaware 19884 (Telephone)302-453-9930.

RECITALS

A. University previously contracted with another party for the conduct of an affinity credit card program employing the University's trademarks, which program has expired;

B. The University of Colorado Foundation, a Colorado nonprofit corporation (the "Foundation"), on behalf of the University of Colorado at Boulder Alumni Association, a division within the Foundation (the "Association") has an active affinity credit card program with Bank, which has been extended pending renewal or replacement of the program;

C. The University agrees to have a single affinity credit card program for the University's Boulder campus;

D. The University is the owner of certain valuable trademarks, trade names and service marks, used for promotional and advertising purposes and which are well known and recognized by the general public and associated in the public mind with the University;

E. Licensee recognizes the University's ownership of and exclusive rights in such "Marks" and desires to obtain the exclusive right to use the University's Marks in association with the University Program as defined below in Paragraph 1(b)(2).

Accordingly, it is agreed by the parties as follows:

1. Definitions

(a) "Affinity Agreement" shall mean the Amended and Restated Affinity Agreement between Foundation and Bank effective April 1, 2006.

(b) As used throughout this Agreement, the following terms shall have the meaning as set forth below:

(1) "Foundation" means the University of Colorado Foundation.

(2) "University Program" shall mean all affinity credit cards, charge cards and travel and entertainment cards and their related products and features (including, without limitation, consumer credit card accounts, business credit card accounts, reward credit

card accounts, gold option and reserve accounts (consumer and business), practice finance accounts, and deposit accounts that are currently offered by Bank).

(c) "Mark(s)" shall mean all trademarks, trade names and service marks that are used or acquired by the University during the term of this Agreement, including, but not limited to, "CU," "University of Colorado," "Colorado Buffaloes," "Golden Buffaloes," "Buffs," "Buff Gold," the interlocking CU, the seal of the University of Colorado, and the buffalo containing the CU, and the trademarks, trade names and service marks set forth in Appendix B attached hereto.

(d) Upper case terms used in this Agreement shall have the meaning attributed to them in the Affinity Agreement, unless otherwise defined herein.

2. Grant of License/University Covenants

a. Grant of License.

(1) Subject to the terms and conditions of this Agreement, the University grants to Licensee an exclusive license to use the Marks in connection with the University Program. This license shall be transferred upon assignment of this Agreement with written agreement of the University, which shall not be unreasonably withheld, conditioned or delayed. This license shall remain in effect for the duration of this Agreement and shall apply to the Marks, notwithstanding the transfer of such Marks by operation of law or otherwise to any permitted successor, corporation, organization or individual. University shall provide Bank all Mark production materials (e.g., camera ready art) required by Bank for the University Program, as soon as possible but no later than thirty (30) days after University's execution of this Agreement. Nothing stated in this Agreement prohibits University from granting to other persons a license to use the Marks in conjunction with the providing of any other service or product, except for those services or products in the University Program.

(2) Licensee agrees that it will use the Marks only on or in association with the University Program as specified in this Agreement and for display in Licensee's corporate offices or in communications to the public that have been approved by both the Foundation and Bank through the normal approval process for promotional materials under the Affinity Agreement in connection with the University Program (the "Approved Materials"). Licensee shall not use the Marks on or with respect to any other goods or services without the University's prior written approval.

(3) Licensee shall not, either directly or indirectly, contest or aid in the contesting of the validity of any Mark or the ownership thereof by University. Licensee agrees that nothing herein shall give to the Licensee any right, title or interest in the Mark (except the right to use the Mark in accordance with the terms of this Agreement), that the Mark is the sole property of University, and that any and all uses of the Mark by Licensee shall inure to the benefit of University.

(4) This Agreement grants permission to Licensee to use only the University's Marks and does not convey rights to the use images (photographs or a likeness) of past athletes or other students and/or administrators, including coaches, of the University. If Licensee desires to use images of past athletes, students, and/or administrators, including coaches, of the University, Licensee shall acquire written authorization from each individual prior to manufacturing any product. Copies of such authorizations shall be provided to the University.

University will only communicate information about the University Program that is consistent with and accurately reflects the Approved Materials. For clarity, University may provide any materials (including, without limitation, financial reports and royalty information) it receives from Foundation regarding the University Program to its agents, provided University and its agents agree to keep such information confidential and not to share or otherwise transfer such information. All financial information about the University Program shared hereunder (other than information about the amount and frequency of payments from Foundation to University for use of the Trademarks) shall be clearly marked as "trade secrets". The parties hereto understand and agree that, notwithstanding anything in this Agreement to the contrary, the University, as a State of Colorado institution of higher education, is subject to the provisions of the Colorado Open Records Act, C.R.S. §§24-72-101 et seq. ("Act"), and that all requests for disclosure of this Agreement are governed by this Act.

b. University Covenants

University agrees that, during the term of this Agreement, University will endorse the University Program exclusively. University shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop or market, solicit proposals for programs offering, enter into negotiations with any other organization for any credit card, charge card or travel and entertainment card program for the Boulder campus featuring the Marks; or license or allow others to license or use the Marks for promoting any credit card, charge card or travel and entertainment card program for the Boulder campus similar to those in the University Program by any entity other than Licensee.

Throughout the term of this Agreement, Bank shall have the right to set up University Program promotional display areas at all University home football games (minimum of six locations); all University home conference men's basketball games (minimum of three locations); up to 6 selected University home non-conference basketball games annually (minimum of three locations) and all University home volleyball games (minimum of two locations). University will provide access to the site at least forty-five minutes before the gates open to ticket holders and University will provide Bank vendor loading passes to be used for loading and unloading, only. Bank will be permitted to use give away premium items, licensed by the University in accordance with the University's Code of Conduct, attached hereto as Appendix B, incorporated by reference and

made a part of this Agreement, bearing the Marks to credit card applicants, including but not limited to t-shirts, hats, beach towels and blankets. University shall allow Bank to place promotional materials in season ticket mailings and in other mailings deemed appropriate for the term of this Agreement (Bank shall pay any applicable costs associated with the printing and additional postage, if any, of such materials). Bank understands and agrees that it must meet University timelines for inclusion of such promotional materials in season ticket mailings.

University represents and warrants to Bank, as of the date hereof and throughout the term of this Agreement that it owns and has exclusive rights to the Marks, and has the right and power to license the Marks to Bank for use as contemplated by this Agreement for the promotion of the University Program.

3. Term

The term of the License granted shall be the same as that of the Affinity Agreement, a copy of which is attached to this Agreement as Exhibit A for reference only. This Agreement shall terminate when the Affinity Agreement terminates.

4. Royalty Payments

(a) The parties hereto acknowledge that any and all royalty payments to University for use of the Marks pursuant to this Agreement shall be paid by the Foundation out of Royalties received from Bank pursuant to the Affinity Agreement, as set forth in a separate agreement between Foundation and University. Bank will not make any payments directly to University under this Agreement, and failure of Foundation to make such payments will not be a breach of this Agreement.

5. Nature of Relationship

It is expressly understood and agreed that no agency, employment, partnership or joint venture relationship is created by the parties, and any business to be operated by Licensee is separate and apart from any which may be operated by University other than as provided in this Agreement. It is also understood and agreed that Licensee is not an affiliate or franchisee of University and that no representation will be made by either party which would create an apparent agency, employment, partnership or joint venture relationship, and neither party shall have the authority to act for the other in any manner to create obligations or debts which would be binding upon the other. It is expressly understood and agreed that University does not exert or have the authority to exert a significant degree of control over Licensee's method of operation including, but not limited to, Licensee's organization, promotional activities, management, marketing plan or business affairs. It is further expressly understood and agreed that there is no community of interest between University and Licensee in the business of offering, selling, distributing or marketing Goods or Services at wholesale or retail, leasing or otherwise.

6. Termination of Agreement

(a) Termination of the Affinity Agreement by Foundation or Bank pursuant to its terms shall effect a termination of this Licensing Agreement.

(b) In the event of any material breach of this Agreement by Bank, University may terminate this Agreement by giving notice, as provided herein, to Bank. In the event of any material breach of this Agreement by University or in the event of a material breach by Foundation under the Affinity Agreement, Bank may terminate this Agreement by giving notice, as provided herein, to University. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If, with respect to a breach by Bank or University of this Agreement, the breaching party does not cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period. If, with respect to a material breach by Foundation of the Affinity Agreement, University is unable to facilitate Foundation's cure of its breach of the Licensing Agreement within sixty (60) days after University's receipt of notice, then this Agreement shall terminate sixty (60) days after such Cure Period.

(c) Upon termination of this Licensing Agreement and the Affinity Agreement, Licensee shall, in a manner consistent with Section 10 (d) of the Affinity Agreement, cease to use the Marks for marketing purposes. Licensee may conclude all solicitation that is required by applicable law.

(d) Licensee shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Licensing Agreement communicated by University or Foundation. Upon termination of this Agreement, University shall not attempt to cause the removal of Marks from any Customer's credit device, access checks or records existing as of the effective date of termination. In the event of an early termination, University agrees to allow Bank to use the Marks in the manner contemplated by this Agreement until all Advances (as defined in Schedule A of the Affinity Agreement) paid to Foundation are recouped or until the expiration date of previously issued credit cards.

(e) Licensee agrees that the Mark(s) possesses a special, unique and extraordinary character which makes difficult the assessment of the monetary damage which would be sustained by unauthorized use. Licensee recognizes that irreparable injury may be caused by unauthorized use of the Marks, and agrees that University may be entitled to seek injunctive and other equitable relief in the event of any breach of this Agreement or any expiration or termination thereof; provided, however, that such remedies shall not be exclusive of other legal remedies otherwise available to University and that such remedies are cumulative.

(f) The obligations in Section 2(A)(3) shall survive any termination or expiration of this Agreement.

7. Code of Conduct

This Agreement is governed by the provisions of the University's Code of Conduct, attached hereto as Appendix B, incorporated by reference and made a part of this Agreement.

8. Notices

Written notices given by one of the parties to the other shall be deemed sufficient if hand-delivered or mailed, certified mail, return receipt requested to the other party as follows:

LICENSEE:

Louis Ziccarelli
Senior Vice President
FIA Card Services, N.A.
1100 North King Street
Wilmington, DE 19884
Attention: Director of National Sales
(p) 302-432-3100
(f) 302-432-0469

UNIVERSITY:

Bruce M. Fletcher, Director
University of Colorado
Office of Licensing Programs
Campus Box 369
Boulder, CO 80309

or to such other address as may be indicated from time to time by a party through notice given pursuant to this section. Except as otherwise expressly provided, any notice shall be effective upon delivery or receipt.

9. Applicable Law

This agreement shall be governed and construed in accordance with the laws of the State of Colorado.

10. No Assignment

Neither party may assign, sub-license, or transfer this Licensing Agreement without the prior written consent of the other party, which will not be unreasonably delayed, conditioned or withheld.

11. Waiver of Breach No Consent

No waiver of a condition or breach of condition in this Agreement shall constitute a waiver of any other condition or breach.

12. Entire Understanding

This Agreement constitutes the entire understanding between the parties hereto. This Agreement, including this sub-paragraph, may be amended or modified only by a written instrument signed by both Licensee and University.

13. Severability

Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

The parties have executed this Agreement or caused same to be executed as of the date set first forth above.

LICENSEE:

By: *[Signature]*
~~Jake Frege~~ Lou ZICARELLI

Title: Senior Vice President

Date: 6-20-06

THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate

By: *[Signature]*
Philip P. DiStefano,

Title: Interim Chancellor

Date: 06-29-06

THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate

By: *[Signature]* c/24/06
Paul Tabolt

Title: Vice Chancellor for Administration

Date: _____

Approved as to Legal Sufficiency
Office of the University Counsel
By: *[Signature]*
Date 6-29-2006

OFFICE OF LICENSING PROGRAMS

By: *[Signature]*
Bruce M. Fletcher

Title: Director

Date: 06-29-06

Appendix A to Agreement [Note certain provisions undeleted to address apparel or other products used for tabling events]

Operating Guidelines for Approval of Items/Services Submitted for Licensing

The University of Colorado promotes products and services that portray a positive and competitive image. Product and service images or slogans that do not meet this standard will not be approved by the University.

In an effort to maintain consistency, continuity, and quality in the depiction of the trademarks of the University of Colorado, the Office of Licensing Programs has adopted guidelines for use of a Licensee's name and/or trademark on an approved product or financial service product. Any deviation from these guidelines must be approved in writing by this office prior to production.

The Office of Licensing Programs will review all products for the following:

1. The University's Marks are to present a positive image.
2. The Marks may not be altered (e.g., the interlocking CU may not be separated, scallops may not be added to the seal, Ralphie the buffalo may not be modified).
3. The University's name and/or Marks are not to be used in the name of a business or logo.
4. As a general operating guide, the University's Marks may not be associated with alcohol, tobacco, sexually oriented, or gambling products.
5. All designs and modifications of previously approved designs must be submitted to the Office of Licensing Programs for review and approval before they can be produced or sold.
6. Uses of the University's Marks associated with certain other mark(s) and/or words such as Playboy Bunny, Coed Naked, profanity, ethnic/gender/religious slurs, same words and/or phrases with double meanings, homonyms, synonyms, near homonyms and near synonyms will not be approved. Art that tends to be "degrading" or "demeaning" also will not be approved.
7. Apparel items submitted for licensing will be evaluated on washability, construction, registration, clarity of registration, and ink coverage.
8. As required by the license agreement, the Licensee's name must appear on each licensed product or financial service product. This may be accomplished

either through screen printing, embroidery, hang tags, heat seals, embroidered patches, the Collegiate Licensed Product label, or packaging.

9. Licensees wishing to place their name under or beside screen printed designs may do so in either of the following formats:

- a. Company Name©2005 CU
- b. Produced by XYZ Under License from University of Colorado

10. As a general guideline, the University's trademarks may not be printed in the color red.

Licensee's Trademarks:

1. The Licensee's trademark, name, or other indicia may appear in a maximum of two locations on the outside of any licensed apparel product, excluding caps (which are addressed below). However, if only one University of Colorado trademark appears on the licensed product, only one Licensee trademark may appear on the product. Jock tags or other labels that are on the outside of the garment and contain the Licensee's trademark count as one placement.

2. For caps and other licensed products, the Licensee's trademark may appear only once on the outside of each item.

3. The Licensee's trademark may not appear in a more visible location than the University of Colorado trademarks. For example, the Licensee's trademarks may not appear on the front of a garment and the University of Colorado trademarks on the back.

4. On reversible garments, these guidelines will apply to both sides of the garment. Each side will be treated as a separate garment.

5. Hang tags that contain the Licensee marks, or other forms of non-permanent Licensee identification, are not counted as a placement in regard to these guidelines.

6. Licensee trademarks on adult apparel or caps may be no larger than 1 1/2" square.

7. Licensee trademarks on youth or infant apparel may not be more than 1 1/4" square.

Appendix B to Agreement**Code of Conduct
For
University of Colorado Licensees**

Licensees and/or their assigns shall meet all applicable governmental standards, laws and regulations when producing a University licensed product. They are expected to conduct business with honesty, integrity, trustworthiness, and respect for the intrinsic value of each human being.

- A. **Wages and Benefits:** Licensees and/or their assigns shall pay employees at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.
- B. **Working Hours:** Except in extraordinary business circumstances, employees shall not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime. Except under extraordinary circumstances, employees shall be entitled to at least one day off in every seven-day period.
- C. **Overtime:** In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.
- D. **Child Labor:** No person shall be employed at an age younger than 15 (or 14 where, consistent with International Labor Organization practices for developing countries, the law of the country allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for compulsory education shall apply.
- E. **Forced Labor:** Licensees shall not use (or purchase materials that are produced using) any form of forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise.
- F. **Health and Safety:** Licensees and/or their assigns shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of licensee facilities. If a licensee and/or its assign provide residential facilities to employees, those residential facilities must be safe and healthy.

- G. **Nondiscrimination:** Licensees and/or their assigns shall prohibit illegal employment discrimination in hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
- H. **Harassment or Abuse:** Licensees and/or their assigns shall treat every employee with dignity and respect and shall work to create an environment free of sexual, psychological or verbal harassment or abuse. Licensees shall not use or tolerate any form of physical abuse or corporal punishment.
- I. **Freedom of Association:** Licensees and/or their assigns shall recognize and respect the right of employees to freedom of association and collective bargaining.
- J. **Women's Rights:** As expressed in sections G and H of these Minimum Standards, women shall be entitled to equal treatment. Without restricting the generality of those sections, and for purposes of greater clarity and specificity, this entitlement to equal treatment requires that licensees and/or their assigns shall respect women's reproductive health. Pregnancy tests and/or use of contraception should not be a condition of employment, nor should they be demanded of employees. Licensees and/or their assigns shall adopt and communicate to their employees policies for maternity leave, and these policies should include a right for employees to return to work following maternity leave.
- K. **Posting of standards:** Licensees and/or their assigns shall post these standards or consistent standards in prominent areas in the workplace in a language the employees understand.

Approved by the Licensing Advisory Committee
December 4, 2003

4/1/2006

MORTGAGE PRODUCTS AGREEMENT

This Mortgage Products Agreement (the "Agreement") is effective as of October 25, 2006 (the "Effective Date") by and between FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("Bank") and the University of Colorado Foundation, a Colorado nonprofit corporation, individually and on behalf of the University of Colorado at Boulder Alumni Association, a division within the Foundation (collectively "Foundation"), for themselves, and their respective successors and assigns.

Foundation and Bank agree as follows:

1. Capitalized terms used but not otherwise herein defined are used as defined in that certain Amended and Restated Affinity Agreement by and between Bank and Foundation dated as of April 1, 2006 (the "Amended and Restated Affinity Agreement").
2. Bank may offer certain closed-end loans and/or revolving open-end loans secured by residential real estate ("Mortgage Products") to Members. Bank shall select those programs and services of the Mortgage Products that Bank agrees to make available pursuant to this Agreement from time to time ("Mortgage Program"). Bank reserves the right to make periodic adjustments to the Mortgage Program and its terms and features. Bank may, at its option, offer the Mortgage Products to some or all of the Members included on the Mailing Lists provided by Foundation under this Agreement. For the avoidance of doubt, Foundation acknowledges and agrees that certain Mortgage Products may utilize a card device to access the line of credit associated with such Mortgage Products and that, as to such line of credit, such device shall not be considered a Credit Card Account under the Amended and Restated Affinity Agreement.
3. Foundation authorizes Bank to solicit Members through all available Foundation and Bank marketing channels and acknowledges that Bank may conduct at least four Mortgage Product direct mail campaigns during each consecutive twelve month period during the term of this Agreement. Bank shall design all advertising, solicitation and promotional materials with regard to the Mortgage Program and shall bear all costs of producing and mailing these materials for the Mortgage Program.
4. Upon the reasonable request of Bank, Foundation shall provide Bank with an updated and current Mailing List; provided, however that (i) Bank shall not make such request [more than once per calendar quarter; and (ii) Foundation shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Foundation or the University not provide his/her personal information to third parties. The initial Mailing List shall contain at least 220,000 (two hundred twenty thousand) names with corresponding information. Bank agrees and acknowledges that it has already received such initial Mailing List pursuant to the Amended and Restated Affinity Agreement. Bank shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. Bank shall have the sole right to designate Members on these Mailing Lists to whom promotional material for Mortgage Products will not be sent. Each Mailing List provided pursuant to this Agreement is and shall remain the sole property of Foundation.
5. Notwithstanding anything contained in the Agreement to the contrary, Foundation acknowledges and agrees that Bank may market to Members that respond to Mortgage Program marketing any financial products or services that Bank offers (e.g. credit cards and deposit products, collectively ("Bank Products")). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, a Mortgage Product or Bank Product. All such information shall become a part of Bank's own files and shall not be subject to this Agreement; provided, however, that Bank will not use this separate information in a manner that would imply an endorsement by Foundation.

6. Foundation hereby grants Bank and its affiliates a limited, exclusive license to use Foundation Trademarks solely in conjunction with the Mortgage Products, including the promotion thereof. This license shall be transferred upon any assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Foundation Trademarks, notwithstanding the transfer of such Foundation Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Foundation shall have the right of prior approval of all Mortgage Program advertising and solicitation materials to be used by Bank that contains a Foundation Trademark, which approval shall not be unreasonably withheld or delayed. Nothing stated in this Agreement prohibits Foundation from granting to other persons a license to use the Foundation Trademarks in conjunction with providing any other service or product, except for any Mortgage Products.

7. Foundation agrees that during the term of this Agreement it will not: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Mortgage Products to Members by any organization other than Bank; (ii) license to any entity (other than Bank) or allow others to license or use its name and/or the Foundation Trademarks in relation to or for promoting any Mortgage Products; and (iii) sell, rent or otherwise make available to any entity (other than Bank) or allow others to sell, rent or otherwise make available any of its mailing lists or other information about any current or potential Members in relation to or for promoting any Mortgage Products.

8. Foundation will not make specific recommendation to or solicit Foundation Members for the purchase of Mortgage Products. Furthermore, Foundation shall only provide information or otherwise communicate with Members about the Mortgage Program with Bank's prior written approval. Any correspondence received by Foundation that is intended for Bank (e.g., applications, payments, inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within 48 hours of receipt. All charges incurred for this service will be paid by Bank.

9. (a) Within forty-five days after the end of each calendar quarter during the term of this Agreement, Bank shall pay a fee to Foundation, calculated as described in Section 9(b) below. This fee is solely for access to Foundation's Mailing List for purposes of marketing Mortgage Products to Members and is the only compensation paid by Bank to exercise its rights under this Agreement with regard to Mortgage Products, except as may be agreed by the parties pursuant to Section 9(c) below. This fee is not an advance. There is no per-loan compensation of any kind and no other compensation based on loan volume. In addition, no part of any compensation relating to Mortgage Products is allocated for the use of the Foundation's Trademarks or for Foundation's endorsement, if any. No fee compensation hereunder shall be paid without a completed Schedule A (W-9 Form and ACH Form).

(b) The fee described in Section 9(a) above shall be calculated by Bank on a per-name basis, by multiplying the total number of names that were obtained from the Mailing Lists and were marketed a Mortgage Product during a calendar quarter during the term of this Agreement, by \$0.151 (fifteen and one tenth cents).

(c) In addition, Bank may pay Foundation for other goods or facilities actually furnished or for services actually performed.

10. In the event of any material breach of this Agreement by Bank or Foundation, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period. Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence. If either Bank or Foundation becomes insolvent in that its

liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation, then the other party may immediately terminate this Agreement.

11. The terms of this Agreement, any Mortgage Program proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and Foundation shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above-described manner and (ii) as required by law or by any governmental regulatory authority.

12. Upon termination of this Agreement, (i) Bank shall, in a manner consistent with this Section, cease to use the Foundation Trademarks; (ii) Foundation shall not attempt to cause the removal of Foundation's identification or Foundation Trademarks from the records of any Mortgage Program Customer existing as of the effective date of termination of this Agreement; (iii) Bank shall not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement; (iv) Bank may conclude all solicitations and/or transactions that are required by law; and (v) the obligations in Sections 11, 12 and 13 of this Agreement shall survive. Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Foundation to the Members. Such approval shall not be unreasonably withheld.

13. Foundation and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

- (a) It is duly organized, validly existing and in good standing.
- (b) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (c) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (d) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
- (e) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

14. Foundation represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Foundation Trademarks to Bank for use as contemplated by this Agreement. Foundation will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith, arising from the Foundation Trademark license granted herein or from Bank's use of the Foundation Trademarks in reliance thereon or from the use of any Mailing List(s) by Bank for the promotion of the Mortgage Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Foundation Trademarks.

15. This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Agreement shall not, in and of itself, be deemed a waiver of such right or any other rights. If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement contains the entire agreement of the parties with respect to the Mortgage Program and supersedes all prior promises and agreements, written or oral, with respect to the Mortgage Program. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Mortgage Products may be offered through Bank affiliates. The parties acknowledge that all of Bank's rights and responsibilities under this Agreement shall apply equally to Bank of America, N.A. and its successors and assigns.

17. Bank and Foundation are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement. Except as otherwise provided in Section 16, above, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Foundation and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

18. All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Foundation:

University of Colorado Foundation
4740 Walnut Street
Boulder, CO 80301

ATTENTION: J. Wayne Hutchens
President and CEO
Fax #: (303) 541-1296

(2) If to Bank:

FIA Card Services, N. A.
1100 N. King Street
Wilmington, Delaware 19884

ATTENTION: Louis Ziccarelli
Director, National Sales
Fax #: (302) 432-0469

with a copy to:

Kent Zimmerman
President
University of Colorado at Boulder
Alumni Association
Campus Box 459
Boulder, CO 80309
Fax: 303.492.6799

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

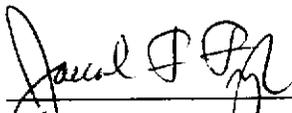
19. The initial term of this Agreement will begin on the Effective Date and end on March 31, 2013. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least 90 days, but not more than 180 days, prior to the last date of such term or renewal term, as applicable.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

UNIVERSITY OF COLORADO FOUNDATION
FOR ITSELF AND ON BEHALF OF THE
UNIVERSITY OF COLORADO AT BOULDER
ALUMNI ASSOCIATION

By: 
Name: J. Wayne Hutchens
Title: President & CEO
Date: 11/06/06

FIA CARD SERVICES, N.A.

By: 
Name: Jake Frego
Title: SUP
Date: 12/21/06